

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION**

NORMAN CHAPIN,)
)
Plaintiff,)
)
v.) Civil Action No. 3:23-cv-450-DRL-MGG
)
FOREST RIVER, INC.,)
JEFF COUCH'S CAMPERS, LLC)
d/b/a JEFF COUCHS RV NATION,)
and DOES 1-25,)
)
Defendants.)

**DEFENDANTS, JEFF COUCH'S RV NATION AND FOREST RIVER, INC.'S
STATEMENT OF FACTS IN SUPPORT OF ITS MOTION TO DISMISS**

Pursuant to Local Rule 56-1, Defendants Jeff Couch's Campers, LLC d/b/a Jeff Couch's RV Nation ("Couch's RV") and Forest River, Inc. ("Forest River") submit this Statement of Material Facts supporting its Motion for Summary Judgment and Brief in Support. The facts stated herein are either admitted in the pleadings or established by the evidence attached to this statement. The undisputed material facts are as follows:

1. Plaintiff, Norman Chapin ("Chapin") purchased a new 2022 2022 XLR 35 LRLE Travel Trailer bearing Vehicle Identification Number 5ZT3XLZBXNZ794179 in the state of Ohio from independent selling dealership Couch's RV. [DE 34 at ¶ 17.]
2. Couch's RV is located and operates out of Trenton, Ohio. (*Id.*)
3. Defendant Forest River is an end-stage manufacturer of recreational vehicles and manufactured certain portions of the RV. [DE 34 at ¶ 16.]

4. Chapin, a California resident, purchased the RV on March 18, 2022. [DE 34 at ¶ 17.]

5. The terms of the transaction of sale applicable to his purchase of the RV were committed to writing in the form of a Purchase Agreement, a copy of which is attached hereto as Exhibit A. *See also* (Ex. C, Chapin Dep. at 17:15-20; 17:22-18:3); (Ex. E, Forest River's Requests for Admission at Ex. A.)

6. Included in the "Optional Equipment, Labor and Accessories" section were charges for a third party delivery, service and prep, fill LP tanks, and installation of the battery. (Ex. A.)

7. The delivery charge and other option charges were rolled into the total financed price of the RV. (*Id.*)

8. The Purchase Agreement does not include any specific terms regarding the destination or location of the delivery of the RV. (*Id.*)

9. As a party of the transaction of sale, Chapin also executed several other documents, including, but not limited to the Forest River Warranty Registration Form. (Ex. B, Mitchell Aff., Ex. 2.)

10. The RV was transported to California subsequent to the transaction of sale. (Ex. C, Chapin Dep. 27:2-6).

11. Forest River provided its one-year manufacturer's Limited Warranty covering certain portions of the RV. (Ex. B, Mitchell Aff., Ex. 1).

12. At the time of sale, Chapin acknowledged receipt, review, and agreement to the Limited Warranty by virtue of his execution of the Warranty Registration Form. (*Id.* at Ex. 2.)

13. According to its terms, the Limited Warranty is governed by Indiana law. (*Id.* at Ex. 2 at 5.) It also outlines various other terms, conditions, remedies, and governing provisions applicable to the rights and obligations of each party. *See generally id.*

14. Chapin experienced problems with the RV and sought repairs under the Limited Warranty from Whitaker RV, LLC in California with the assistance of Couch's RV. [DE 34 at ¶ 19.]

15. The RV was presented for the first repair on April 17, 2022 for a total of 5 items. *See* [DE 34 at ¶ 19.]

16. The RV was presented for a second time to Whitaker RV on June 22, 2022. *See* [DE 34 at ¶ 22.]

17. Chapin claims these repairs were unsuccessful, and based on these allegations, he filed this action seeking various forms of relief on September 14, 2022, in the California Sacramento County Superior Court under case number 34-2022-00325887-CU-BC-GDS.¹ *See* [DE 34.]

18. The only warranty claims submitted to Forest River under the applicable Vehicle Identification Number applicable to the RV were submitted on May 12, 2022. (Ex. B, Mitchell Aff., ¶ 12.)

¹ The initially filed California case was transferred to the Northern District of Indiana pursuant to forum selection clause included in Forest River's Limited Warranty. A true and accurate copy of the California suit is attached as Exhibit D.

19. Forest River's last communication from Chapin was on July 25, 2022, where he rescinded his request for repairs and demanded repurchase of the RV. (Ex. B, Mitchell Aff., ¶ 18.)

20. Forest River was not provided written NOTICE in accordance with the terms of the Limited Warranty. (Ex. B, Mitchell Aff., at ¶¶ 16-17); (Ex. C, Chapin Dep. 52:20-53:2.)

21. Forest River was not provided an opportunity to repair the RV at its factory in Indiana prior to Plaintiff's filing of this lawsuit. (Ex. E, Request for Admissions, at ¶ 9); (Ex. B, Mitchell Aff. at ¶ 21); (Ex. C, Chapin Dep. at 49:17-50:5; 50:24-2.)

Respectfully submitted,

/s/ Abaigeal F. Musser

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CERTIFICATE OF SERVICE

I hereby certify that on July 29, 2024, I electronically filed the foregoing document with the Clerk of the Court using the electronic court filing system, which will provide notification of such filing to all counsel of record.

/s/ Abaigeal F. Musser